

**Exhibit A to Registration Statement**  
**Pursuant to the Foreign Agents Registration Act of**  
**1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Kobre & Kim LLP 800 Third Avenue, FL 6 New York, NY 10022		2. Registration No. <b>6250</b>
3. Name of Foreign Principal The Federal Government of the Republic of Somalia	4. Principal Address of Foreign Principal The Federal Government of the Republic of Somalia 1 Villa Somalia Mogadishu, Somalia 2525	
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Government of a foreign country <sup>1</sup> <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association</div><div><input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____</div></div> <input type="checkbox"/> Individual-State nationality		
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant Central Bank of Somalia  b) Name and title of official with whom registrant deals Hodan Osman, Central Bank of Somalia; Abdullahi Aress, Senior Ministerial Advisor, Ministry of Finance & Treasury		
7. If the foreign principal is a foreign political party, state: a) Principal address   b) Name and title of official with whom registrant deals  c) Principal aim		

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<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

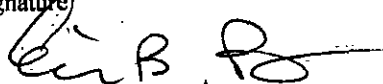
Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

#### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
9/17/14	ERIC B. BRUCE, MANAGER	

U.S. Department of Justice  
Washington, DC 20530

**Exhibit B to Registration Statement**  
**Pursuant to the Foreign Agents Registration Act of**  
**1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.* for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Kobre & Kim LLP

2. Registration No.

60250

3. Name of Foreign Principal

The Federal Government of the Republic of Somalia

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provision of legal services by the firm Kobre & Kim LLP (the "Firm"), through its attorneys and analysts, to the Central Bank of Somalia and the Federal Government of the Republic of Somalia ("Client") in the form of written and oral consultations between the Firm and Client. Interact with, and draft correspondence to, Client's former law firm.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Kobre & Kim (the "Firm") has been asked by the Federal Government of the Republic of Somalia ("Client"):

(i) To review a letter of engagement between the Governor of the Central Bank of Somalia and the law firm of Shulman Rogers and related correspondence;

(ii) To review the obligations and responsibilities of Shulman Rogers with regard to the termination of the engagement under any applicable laws or codes of professional responsibility, including but not limited to, the Lawyers' Rules of Professional Conduct of the State of Maryland;

(iii) To advise the Client of some of their rights and obligations with regard to the termination of the engagement;

(iv) To assist the Client with drafting correspondence regarding the termination of the engagement;

(v) To advise the Client of some of the applicable avenues for redress regarding any claims arising from the termination of the engagement under state or federal laws; and

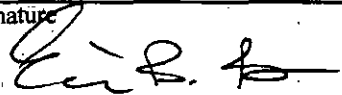
(vi) to interact with the law firm of Shulman Rogers, and to draft and send related correspondence.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
9/17/14	REUB. BRUCE, MEMBER	

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

# KOBRE & KIM LLP

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August 22, 2014

## BY EMAIL

Abdullahi Aress  
Senior Ministerial Advisor  
Ministry of Finance & Treasury  
The Federal Government of the Republic of Somalia  
[Aaress00@gmail.com](mailto:Aaress00@gmail.com)

Re: **Advice Concerning Shulman Rogers' Prior Representation of  
the Central Bank of the Federal Government of the Somali  
Republic**

Dear Sir/Madame:

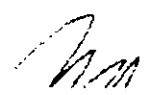
We understand that the Federal Government of the Somali Republic has selected Kobre & Kim LLP ("Kobre & Kim" or the "Firm") to represent and advise you, on behalf of the Central Bank of Somalia and the Federal Government of the Somali Republic ("you" or "Client"), in connection with this matter.<sup>1</sup> This letter confirms our mutual understanding as to the scope and terms of this engagement.

### *Scope and Terms of this Engagement*

Kobre & Kim is acting as counsel to Client for the following limited purposes:

- (i) To review a letter of engagement between the Governor of the Central Bank of Somalia and the law firm of Shulman Rogers and related correspondence;

<sup>1</sup> "Kobre & Kim LLP" herein refers to Kobre & Kim LLP, a New York limited liability partnership practicing law from offices at 800 Third Avenue, New York, New York, U.S.A. and other locations. As needed, Kobre & Kim LLP expects to draw upon the services of other affiliated entities, including but not limited to Kobre & Kim (UK) LLP, a limited liability partnership organized under the laws of England and Wales, operating from offices at Tower 42, 25 Old Broad Street, London EC2N 1HQ, United Kingdom. The Client is entering into an engagement and attorney-client relationship only with Kobre & Kim LLP; however, the Client by entering into this agreement consents to Kobre & Kim LLP performing its services by drawing upon other Kobre & Kim LLP-affiliated entities.



- (ii) To review the obligations and responsibilities of Shulman Rogers with regard to the termination of the engagement under any applicable laws or codes of professional responsibility, including but not limited to, the Lawyers' Rules of Professional Conduct of the State of Maryland;
- (iii) To advise the Client of some of their rights and obligations with regard to the termination of the engagement;
- (iv) To assist the Client with drafting correspondence regarding the termination of the engagement; and
- (v) To advise the Client of some of the applicable avenues for redress regarding any claims arising from the termination of the engagement under state or federal laws.

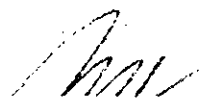
We are not being retained for any other purpose.<sup>2</sup> By way of example only, we are not being engaged at this time to commence any litigation against any party. If, in the future, Client wishes to retain us to commence litigation, such an engagement would be governed by a separate engagement letter on the specific terms referenced in that engagement letter, which would not include payment by the Stolen Asset Recovery Initiative ("StAR"), a partnership between the World Bank Group and the United Nations Office on Drugs and Crime ("UNODC"). For the avoidance of doubt, as specified herein, payments under this engagement will be made by the World Bank Group ("World Bank") in support of StAR's assistance to the Federal Government of the Somali Republic.

Client has also informed us that we may rely on instructions from any of the following persons without the need for approval from any other representative of the Client: Abdullahi Aress.

We have reviewed our records in accordance with our customary procedures to prevent conflicts of interest and on the basis of this review we are not aware of any other representation which would preclude us from undertaking this engagement or adversely affect our ability to complete it.

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<sup>2</sup> In this regard, Kobre & Kim is not acting in any other role or for any other party than what is stated above. For example, Kobre & Kim is not acting as counsel related to disclosure, compliance, employment, insurance coverage, or bankruptcy matters unless specifically agreed to herein. To the extent that matters related to such or other matters beyond the scope of the engagement set forth in this letter arise in the course of our work, it is not intended that any opinions expressed by Kobre & Kim are for the purpose of providing independent legal advice. To that end, it is expected and agreed upon that Client will obtain formal advice from another law firm without relying on our opinions. Obviously, in its role as counsel for this matter, Kobre & Kim relies upon the veracity of information provided to it by Client. In addition, the mere fact that we are counsel of record on a particular court case does not mean we are acting for the client on matters generally relating to the subject matter of the case. We note that where required by law, under certain limited circumstances we may be obliged to disclose information that Client provides, including evidence.



We act for a large number of clients, some of which operate in the same industry or sector. Some clients we represent may have, or develop, commercial interests adverse to other clients. By agreeing to instruct us on these terms, Client accepts that this will not prevent us from acting for current or future clients who do, or may in the future operate in the same industry sector as Client, or who may have or develop commercial interests adverse to those of Client. Client therefore agrees that we may act for another client on any issue or matter in which Client may have a commercial interest. This does not enable the Firm to act in situations of actual conflict of interest and will not affect our professional obligations in relation to any future instructions from Client or any other client.

*Billing Matters*

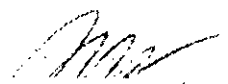
Fees

Our fees for this engagement will be based upon the hourly billing rates assigned to the individuals performing the services. Our lawyers charge US \$560 to US \$825 per hour. Our non-lawyer professionals charge US \$185 to US \$375 per hour. We are pleased to provide a 5% discount for this engagement across all timekeepers for this matter, and to cap our fees for the scope of services set out herein at \$50,000. The Firm charges for reasonable travel time spent by our professionals up to 8 hours per day.

These rates are subject to adjustment from time to time. If our hourly rates change, we will inform Client of the same in our periodic invoices. Please note that whether or not there is adjustment to our rates generally, the rate applicable to any individual will change automatically when such individual moves to the next higher level of seniority. It is agreed that Client will treat all legal fees and expenses as earned and due when the work is performed and expenses are incurred. Please let us know at the inception of this engagement if Client would propose an alternate arrangement.

Under any circumstances, in addition to the terms set forth below under the "Termination" section which explains that the Client, the World Bank, or the Firm can terminate this engagement for any reasons consistent with the rules of professional responsibility, Client specifically agrees that we may withdraw from representing Client in this matter at our discretion if Client fails to maintain a retainer satisfactory to the Firm, pay our invoices when due, or otherwise to cooperate in our efforts to represent your interests.

We understand that the World Bank will pay legal fees and expenses for this matter, up to a cap of \$50,000, and we are copying them on this letter as confirmation of this arrangement. It is not unusual for an entity such as the World Bank to pay for another party's legal fees and expenses during a matter such as this. Such an arrangement is entirely proper as long as the World Bank understands that we shall be



representing Client's interests alone and not those of the World Bank or any other person or entity. If circumstances change and the World Bank ceases paying fees and expenses or the Client decides that they would like to engage our firm to undertake tasks outside the scope of this initial engagement, we shall discuss with Client the financial terms, including any appropriate updated retainer arrangements, under which we may continue our representation. No changes shall be made to the scope and terms of this engagement, or any other material terms of this engagement without the prior written authorization of the World Bank.

If any items in this engagement letter do not comport with Client's or the World Bank's understanding of the payment arrangements, please let us know in writing upon receipt of this letter. Unless response to the contrary is received from the World Bank upon receipt of this letter, it is agreed that the World Bank will treat all legal fees and expenses as earned and due when the work is performed and expenses are incurred, and that the World Bank shall undertake to pay fees and expenses incurred until a binding written notice of cessation of such arrangement is received in writing by the Firm, up to a cap of \$50,000.

#### Disbursements

We charge for all out-of-pocket expenses we incur during the representation, though no significant out-of-pocket expenses are anticipated for this engagement and we will work with Client and the World Bank to make use of their existing facilities to avoid additional out-of-pocket expenses.

If approved, Client or the World Bank will advance funds for any fees and expenses associated with the retention of outside experts throughout the course of the representation which fees shall be considered in addition to and separate and apart from the fee arrangements contained herein.

Assuming the World Bank pays all invoices within the terms of payment, the Firm will designate as complimentary the following significant categories of disbursements:

- Routine amounts of duplication
- Domestic long-distance telephone and fax charges
- Routine (non-special database) on-line legal research fees
- Late night work expenses
- First-class postage





Terms of Payment

Our invoices are due upon receipt.

Payment may be paid either by delivering a check to our offices in New York (Kobre & Kim LLP, 800 Third Avenue, New York, New York 10022) payable to the order of "Kobre & Kim LLP" or by wire transfer to the account of Kobre & Kim LLP at the Bank of America, N.A. For either check or wire transfer, payments must be made in United States dollars, free and clear of all local taxes including any withholding or similar tax.

Miscellaneous

Termination

The Client or the World Bank may terminate this engagement, and we may terminate this engagement, at any time for any reason by written notice, subject on our part to applicable rules of professional responsibility. Unless previously terminated, this engagement will terminate upon our sending Client our final statement for services rendered. If, upon such termination, Client wishes to have documents returned, please advise us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents retained by us.

Indemnity

Client will indemnify and hold harmless Kobre & Kim and its partners, affiliates, principals, associates and employees (collectively, the "Indemnified Person") from and against any claims, damages, liabilities, losses or costs, from third parties, arising from, concerning, in connection with, or relating to this engagement and will advance and reimburse each Indemnified Person for all expenses (including fees and expenses of counsel) as they are incurred in connection with investigating, preparing, pursuing, or defending any action, claim, suit, investigation or proceeding related to, arising out of, or in connection with the engagement whether or not pending or threatened and whether or not any Indemnified Person is a party.

Privilege

We believe it is in the interest of our clients that the Firm has the protection of the privilege in connection with internal reviews of its work for them. Client agrees that any communications between our lawyers and staff working on their matter and the lawyer at the firm who may be reviewing that work for compliance with professional conduct rules

Abdullahi Aress  
August 22, 2014  
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will be protected by the Firm's own attorney-client privilege and that any such review will not constitute a conflict between our interests and those of Client.

Confidentiality

The terms of this engagement letter are confidential and will not, except as required by law, be disclosed by Client, the World Bank, or the Firm to any third party without the consent of the Client, the World Bank, and the Firm. Where the fact of our representation of Client is a matter of public record, we agree that Client or Kobre & Kim shall be permitted to inform third parties of the representation.

File Retention

Unless otherwise required by applicable law or rules, Kobre & Kim reserves in its absolute discretion the right to retain or destroy documents once a matter has concluded.

Arbitration Rights

If a dispute arises between us with respect to our fees, Client and/or the World Bank may have a right to have such a dispute arbitrated pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of the State of New York, provided that, among other things, the amount in dispute is not greater than US \$50,000. Please note that this is not an arbitration clause but rather a court-mandated notice about the availability of optional arbitration.

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If you wish to discuss any of the foregoing terms of engagement, please contact me in writing upon receipt of this letter. Otherwise, we will proceed with our engagement on the terms set forth above. Please sign below to acknowledge your receipt of this letter and return the same to us. We look forward to working with you.

Very truly yours,

KOBRE & KIM LLP



Abdullahi Aress

Authorized to Enter into an Agreement on behalf of  
the Federal Government of the Republic of Somalia

cc: Jean Pesme, Coordinator, StAR Initiative, World Bank Group